

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **ALLAN LANDRY**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

ALLAN LANDRY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand two hundred nine dollars (\$2209.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 306, 42 Con Road, Yellowknife, NT shall be terminated on July 31, 2012 and the respondent shall vacate the premises on that date unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of July, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **ALLAN LANDRY**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

ALLAN LANDRY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 4, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Irene Landry, representing the respondent

Date of Decision: July 4, 2012

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent unless the rent arrears were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing of \$2209. The monthly rent for the premises is \$1410. The applicant holds a security deposit of \$1375.

The respondent's representative did not dispute the allegations and stated that the arrears could be paid by July 31, 2012.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$2209. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent is promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2209 and terminating the tenancy agreement on July 31, 2012 unless the arrears are paid in full.

An eviction order to be effective on August 1, 2012 if the rent arrears of \$2209 are not paid on or

before July 31, 2012 shall be issued separately.

Hal Logsdon
Rental Officer